

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

Draft Quotation



Name of Work : “Removal & Re-installation of Split type ACs at Information Center, Panjrapur”.

Quotation ID : 2024_MCGM_1050052

Website : <http://portal.mcgm.gov.in/tenders>
<http://mahatenders.gov.in>

Office of the: Executive Engineer (M&E)/ M-III A Panjrapur ,
Administrative Building, 2nd Floor,
Water Treatment Plant, Panjrapur,
Post : Vadpa, Taluka :Bhiwandi, District :Thane,
Pin Code No.421302, Phone No. 02522 309004
Email :- eemne3atpppc.he@mcgm.gov.in

Prepared by

Checked by

Verified by

Approved By

sd/-

sd/-

sd/-

sd/-

SE (P/S)M-III A Panj

AE (P/S)M-III A Panj

EE (M&E) M-III A PP

Dy.HE(M&E) M-III A PP

BRIHANMUMBAI MUNICIPAL CORPORATION

No. Dy.H.E.(M&E) / MIIIA / 6103 /PP Dated: 05.07.2024

E-QUOTATION NOTICE

Subject : Removal & Re-installation of Split type ACs at Information Center, Panjrapur.

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-QUOTATION on "Item rate" basis in Packet 'A', and 'B' system for the aforementioned work from the quotationer which are reputed, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/ Companies.

Bidding Process will comprise of TWO stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>). The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & also with Mahatenders & obtain login credentials to participate in the online bidding process. (The application form for BMC vendor registration can be downloaded from BMC's portal (<https://portal.mcgm.gov.in>) on payment of Rs.1000+18% GST.

- i. To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Chief Account (CPD), Byculla Bakariadda, Mumbai **(Note- Online vendor registration is available on BMC's portal <http://portal.mcgm.gov.in>)**
- ii. Followed by Mahatenders login ID and password to be obtained from Mahatender portal <https://mahatenders.gov.in>
- iii. For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safescrypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Name and location of work	Contract period	Estimated Cost of Project
Removal & Re-installation of Split type ACs at Information Center, Panjrapur.	02 Months	Not Applicable being item rate tender

While submitting duly filled quotation document on mahatender, quotationers needs to pay total EMD amounting to Rs.3,000/- online through <https://mahatenders.gov.in>. EMD is refundable in accordance to the relevant clause of quotation document, except in the case of the selected quotationer who's Bid Security/EMD shall be retained. The quotationers will have to provide Earnest Money Deposit through the payment gateways of GoM on URL <https://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'. Any bid not accompanied by an acceptable BID security shall be rejected and quotationers shall be treated as NON RESPONSIVE. The quotation is available on e-Procurement System of Government of Maharashtra (Mahatenders) <https://mahatenders.gov.in> as mentioned in the Header Data of the quotation.

As per TWO Packet systems, the document for Packet A & B is to be uploaded by the quotationer in vendors document online in Packet A (fee/ pre qualification cover) & Packet B (Finance cover). Packet A & B shall be opened on dates as mentioned in header data. All the responsive and eligible quotationers if they so wish can be present at the time of opening of quotations, in the office of Dy. Hydraulic Engineer, MIIIA, Pise Panjrapur Complex. The Packet B shall be opened if documents submitted in Packet A satisfies/includes all the requirements and same are found acceptable by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the quotation(s) without assigning any reasons at any stage.

The dates and time for submission and opening the quotations are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal. (<http://portal.mcgm.gov.in>) as well as mahatenders.gov.in. The Applicants interested for the above referred works may contact the Dy.Hydraulic Engineer (M&E) M-3 A, Pise Panjrapur at the following address on any working day during office hours.

Office of:	Executive Engineer (M&E) M-3A, Pise Panjrapur Administrative Building, 2 nd Floor, 3Water Treatment Plant, Panjrapur, Post : Vadpa, Taluka :Bhiwandi, District :Thane, Pin Code No.421302 Phone No. 02522 309004 Email :- eemne3apjppc.he@mcgm.gov.in
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The applicants may wish to visit the site under reference located at **Panjrapur Water Treatment Plant, Post: Vadpa, Taluka: Bhiwandi, District: Thane. PIN -421302** and can collect the information of the present status from the department who has invited the bids. The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on e-Tendering website <https://mahatenders.gov.in>.

Quotationers are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> for further details about the e-tendering process. For any help, in the e-quotation process, can be availed by dialing help-desk number 022- 22046934/22837339 from 11.30 AM to 5.00 PM on all working days. Email: supporteproc@nic.in

SPECIAL NOTE : Quotationers are requested to go through the e- tender guidelines on nic portal (<https://mahatenders.gov.in>). For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in etendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e- Mudhra.

**Sd/-
Executive Engineer (M&E)
M-3 A, Pise Panjrapur**

HEADER DATA

Quotation Document No.	2024_MCGM_1050052
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Removal & Re-installation of Split type ACs at Information Center, Panjrapur
Scrutiny Fee	Rs. 300/- (+18 % GST) (As per note below)
Quotation Security Deposit/ EMD	Rs. 3,000/- (E.M.D. Pay online)
Date of issue and sale of quotation	<u>10.07.2024</u> from 11:00 Hrs
Last date & time for sale of quotation	<u>18.07.2024</u> upto 16:00 Hrs
Submission of Packet A & Packet B (Online) & (Receipt of EMD)	<u>18.07.2024</u> upto 16:00 Hrs
Opening of Packet A (Fee/ Pre-Qua Cover)	<u>19.07.2024</u> after 16:00 Hrs
Opening of Packet B (Finance cover)	<u>26.07.2024</u> after 03.00 Hrs
Address for communication	Executive Engineer (M&E)/M-3A,P.P. Administrative Building, 2 nd Floor, Water Treatment Plant, Panjrapur, Post : Vadpa, Taluka :Bhiwandi, District :Thane, Pin Code No.421302 Email :- eemne3apjppc.he@mcmg.gov.in
Venue for opening of Quotation	On line in Dy.H.E. (M&E)M-IIIA's office.
Note :As per Circular no. CA/FRG/10 dtd. 19.10.2023, all the quotationers shall have to pay the scrutiny fee with GST. It is to be paid at CFC center after opening of Packet A and before opening of Packet B, by obtaining challan from respective section.	

This quotation document is not transferable.

The BMC reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

sd/-

**Executive Engineer (M&E)
M-3 A, Pise Panjrapur**

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

E-quotations are invited for the Sub - "Removal & Re-installation of Split type ACs at Information Center, Panjrapur". as per attached terms and conditions, specifications & schedule of quantity etc.

1. The forms of quotation documents are available on the e-Tendering website **<https://mahatenders.gov.in>**. The proposed quotationers shall have to download quotation form, from the website mentioned above. The quotationer has to fill in online format and upload information regarding quotation online. Also, he has to download the quotation application form website, fill it and upload the scanned copy of duly filled form, along with required documents.
2. For purchasing the quotation documents, the quotationers shall have to get registered with **e- tender portal (<https://mahatenders.gov.in>)** for the e-tendering process and obtain login credentials to participate in the online e-quotation process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>. The quotationer shall upload all the pages of the documents and on every relevant information / certificates / literatures etc., enclosed in packet 'A' & offer price in packet 'B'.
3. The quotationers interested for the above referred works may contact the Executive Engineer (M&E) Pise Panjrapur at the following address on any working day during office hours.

Office of : Executive Engineer (M&E) M3A PP

Administrative Building, 2nd Floor,

Water Treatment Plant, Panjrapur,

Post : Vadpa, Taluka : Bhiwandi, District :Thane,

Pin Code No.421302 Phone No. 02522 309001

Email :- eemne3apjppc.he@mcmgm.gov.in

4. The quotationer has to pay **Scrutiny Fee of Rs.300/- (9% CGST+ 9% SGST)** (As per Circular No. CA/FRG/03/dt.11.05.2023) in any CFC of BMC by cash, after opening of packet A, challan shall be collected from above

mentioned office. The copy of the Scrutiny Fee paid receipt shall be submitted in the above office address.

5. While submitting duly filled quotation document through <https://mahatenders.gov.in>, the quotationer shall pay 100% of EMD/Bid security through payment gateways of GOM on URL <https://mahatenders.gov.in>. The quotationers shall upload the screenshot of receipt of online payment (i.e. 100% EMD) along with the bid submission.
6. The Quotation shall be outrightly rejected if it is not accompanied by the Earnest Money Deposit in the both forms as mentioned above.

7. Post-Qualifying Criteria (Eligibility):

7.1 Technical Capacity (For Routine Work)

The Quotationer(s) in their own name should have satisfactorily executed the work of any M&E work in BMC /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied

a) Three similar completed works each of value not less than the value equal to Rs. 88,903.50

OR

b) Two similar completed works each of value not less than the value equal to Rs. 1,03,720.75

OR

c) One similar completed work of value not less than the Rs. 1,48,172.50

The value of completed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for Quotation.

7.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' ~~(in all classes of civil engineering construction works only)~~ shall be **Rs. 88,903.50** during **last three (3) financial years** immediately preceding the Financial Year (i.e. F.Y. 2021-22, 2022-23, 2023-24) in which bids are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

7.3 Similar Experience:

For assessing the technical capacity of similar nature of works means The Quotationer shall have satisfactorily executed the work of **S.I.T.C. of Air conditioning units along with accessories** in MCGM / Semi Govt. / Govt., Pvt. / Public Sector organizations..

Documentary evidence shall be submitted along with the quotation failing which the quotation shall be treated as non-responsive

1. The quotationer shall upload all the pages of the documents and every relevant information / certificates / literature etc., enclosed in packet 'A' & offer price in packet 'B'. The mandatory documents prescribed in notice shall be filled in completely otherwise they shall be out-rightly rejected and 10 % EMD shall be forfeited.
2. The mandatory documents are as under.

The Packet "A" shall contain scanned certified copies of the following documents, upload with quotation documents.

1. The printed undertaking in draft quotation addressed to the Municipal Commissioner. (**Undertaking-I**)
2. The specifications / data sheet
3. Information form (**Undertaking-II**) (Name and the address of all the partners shall be given in the space provided thereof).
4. The copy of the **Pan card along with the photograph** shall be provided.
5. A document in support of **Registration under GST Act 2017**.
6. Partnership Deed / Registered power of attorney and any other documents.
7. Scan Copy of 100% online EMD receipt.
8. ASD if applicable.
9. Adequate submission of documents as per **technical & financial criteria** as per PQC.
10. The undertaking on Rs.200/- stamp paper proforma for **Best price** duly notarized.
11. Undertaking cum **Indemnity Bond** (on Rs.500/- stamp paper).
12. **EPF & MP Act** and **ESIC Act** on Rs.200/- stamp paper each.
13. Irrevocable Undertaking (on Rs.500/- Stamp Paper notarized)

- **Curable Defect shall mean shortfalls in submission such as:**
 - A) **Non-submission of following documents,**
 - i. **Goods & Service Tax Registration Certificate (GST)**
 - ii. **Certified Copies of PAN documents and photographs of individuals, owners, etc**
 - iii. **Partnership Deed and any other documents**
 - iv. **Undertakings as mentioned in the quotation document.**
 - **Non-curable Defect shall mean**
 - i. **In-adequate submission of EMD / ASD amount,**
 - ii. **In-adequacy of submission of documentary evidence of technical and financial capacity with respect to Eligibility criteria as stipulated in the quotation.**

Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not complied by a quotationer within given time period, the quotationer shall be treated as 'NON-RESPONSIVE' and such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning / de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.

Note: No communication will be made with the quotation in case of non-curable defects.

3. Quotationers are expected to fill their quotations documents carefully and scrutinize them before uploading them on website stated above. No verification on any ground such as mistake or misunderstanding will be allowed after the quotation is opened, recommended or accepted.
4. On opening of quotation, if it is found that quotationer has not submitted the required curable documents, then the quotationer shall be intimated through e-mail only and compliance required to be made within stipulated time period of three working days otherwise their offer shall be out-rightly rejected.

5. **Taxes:** The quotationer shall quote the rates inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax credit of GST as available with the quotationer will not be claim separately by BMC. However, while quoting the rates benefit of input Tax credit or Exemption shall be passed on to the BMC by way of equivalent reduction in quoted price Rates accepted by BMC. BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per Price Variation. The quotationer shall quote the cost showing all applicable SGST, CGST, IGST & Other taxes if any, on various items.

Chapter XXI- Miscellaneous, section 171(1) of GST Act 2017 governs the 'Anti Profiteering Measure' (APM) As per provision of this section, any reduction in rate of tax on any supply of goods or services or benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to BMC. Further all provisions of GST Act will be applicable to the quotationer.

6. **Period of delivery / work completion** shall be **02 Months** (~~Including/Excluding Monsoon~~) from the date of receipt of work order.
7. Every quotation shall remain open for acceptance for **180 days** from the date of opening of the quotation. As some minimum period for evaluating the various samples and obtaining approval of competent authority is necessary. Quotations specifying the validity less than **180 days** shall be rejected out rightly.
8. The quotationer shall not withdraw his offer within the validity period. If he does so, the earnest money deposit paid will be forfeited.
9. The Municipal Commissioner does not bind himself to accept the lowest or any quotation and reserves the right to select one or more items of the quotation and the quotationer will be required to supply any item or items so selected at the rates quoted.
10. **Guarantee:** The successful quotationer shall give a guarantee for 36 calendar months from the date of supply / commissioning or completion of the work for

any manufacturing defects or faulty workmanship on BMC prescribed "Maintenance Guarantee" form affixed with Rs. 100/- adhesive stamp / franking. If any defect is noticed within the guarantee period and intimated to the contractors, the same shall be rectified free of cost. Prescribed maintenance guarantee forms are obtainable from the office of the Chief Accountant, BRIHANMUMBAI MUNICIPAL CORPORATION, Head Office, Mahanagarpalika Marg, Mumbai – 400 001.

11. **Terms of Payment:** As per Municipal procedure, the payment for work done shall be made within 30 days from the receipt of the bill subject to verification as per normal rules. In case of supply of article/s the payments shall be made within 30 days from the receipt of the bill subject to satisfactory test/approval of the article/s including its installation, if any.
12. Intending quotationers are informed that the payment of bills and other claims arising out of the contract shall be made in the name of the bank by ECS only. The quotationer, therefore, shall have to upload the information as regards the name and complete address of their bank, its branch and their A/C No. etc. along with the quotation documents. They shall also have to submit fresh information when there is any change in this regard.
13. **Income Tax:** The contractor shall pay Indian Income Tax on all payment made to him under the contract, other than reimbursement made to him by the corporation to cover payment by the contractor of minor custom dues etc. or any other payment which the contractor may make on the Corporations behalf. Under the provision of section 194 C of the Income Tax Act. The corporation is required to deduct tax from the source. Under present legislation, will deduct as **Tax 2%** of the gross amount of each bill submitted. Any expatriate site staff not normally residents of India, employed by the contractors shall pay personal Income Tax on all money earned and paid in India.
14. As per Government of Maharashtra notification, **1 % CGST TDS** and **1% SGST TDS** is applicable wherein the contract sum exceeds **Rs.2,50,000/-** exclusive of tax & cess as per the invoice.
15. **Penalty:** If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on

the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:

a) Completion period for projects (originally stipulated or as extended) not exceeding 6 months: **to the extent of maximum 1 percent per week.**

b) Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **to the extent of maximum ½ percent per week.**

c) Completion period for projects (originally stipulated or as extended) exceeding 2 years: **to the extent of maximum ¼ percent per week.**

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved. Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

i. Completion period (as originally stipulated or as extended) not exceeding 6 months: **10 percent.**

ii. Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **7½ percent.**

iii. Completion period (as originally stipulated or as extended) exceeding 2 years: **5 percent.**

The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

16. All quotationers must state the **names and addresses of all the partners** in the space provided for, in the papers. Any quotationer failing to do so, will render himself liable to have his deposit forfeited, and the contract, if entered into, canceled at any time during its currency.

17. If it is found that two or more persons who are connected with one another either financially or as principal and agent or master and servant, have quoted separately under different names for the same contract without disclosing

connection, the same will be rejected, and the deposit will be forfeited. Any contract entered into such conditions will also be canceled at any stage and time during its currency.

18. The firms with common Proprietor / Partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor / partners closely related to each other such as husband, wife, father / mother and minor son / daughter and brother / sister shall not quote separately under different name for the same contract.
19. If it is found that firms as described above have quoted separately under different names for the same contract, all such quotationer (s) shall stand rejected and EMD of each such firm / establishment shall be forfeited. In addition, such firms / establishments shall be liable at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
20. If it is found that closely related persons as described above have submitted separate quotation under different names of firms / establishment but with common address for such establishments / firms and or if such establishment / firms though they have different addresses are managed by or governed by the same person / persons jointly or separately such quotationers shall be liable for action as in above clause, including similar action against the firms / establishments concerned.
21. If after award of contract, it is found that the accepted violated any of the clauses (17 to 20) the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.
22. In the case of Joint Stock Company, the contract must be sealed with the seal of the Company in the presence of and signed by two Directors or by a person duly authorized to sign the contract for the company authorized by a Power of Attorney, such power of attorney being sealed and signed as aforesaid. All such Power of Attorneys must be registered in the Municipal Head Office to CA(WSSD) section as aforesaid.
23. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by the reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other's or contracts, which deposits may be or become returnable to the quotationers and

which they may wish to transfer as a security deposit under this contract. Such transfer will not under any circumstances be permitted.

24. The contractor shall not be liable for any liquidated damages for delay or for failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Government firms floods, epidemics, guaranteeing restriction, strike, freight embargoes and provided that the contractor shall inform within 10 days from the beginning of such delay, notify the purchaser in writing of the case of delay. The purchaser will verify the facts and grant such extensions as facts justify.
25. The Earnest money deposit will be refunded, if the quotation is not accepted by the competent authority. In case of successful quotationers, this EMD deposit will be refunded after payment of security deposit and submission of documents required for execution of contract.
26. Quotations containing contradictory onerous and vague stipulations and heading conditions such as 'Subject to prior sale' "offer subject to availability of stock", "Offer subject to confirmation at the time of order", "Rates subject to Market Fluctuations" etc., are liable to be rejected out rightly.
27. The quotationers shall have to make their own arrangements to secure Import License and or release of controlled or scarce raw materials or parts if required by them for fulfillment of their contract. The Municipal Commissioner shall not be found to give any assistance to the quotationers in that behalf.
28. **Jurisdiction of Court:** In case of any claim, dispute or difference arising out of any terms and conditions of the contract, the Cause of Action thereof shall be deemed to have arisen in Mumbai & all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the City of Mumbai only.
29. Contractors' attention is drawn to provisions of Maharashtra Contract Labour Regulation & Control Rules 1970 and Child Labour Prevention & Control Regulation 1986 (if applicable). It is, therefore, directed that the provision therein shall be strictly followed by the contractor.
30. As per the above provision, if the total number of workers engaged on any contract work exceed 20 (Twenty), then, it is imperative on the part of contractor

to obtain registration certificate from Labour Commissioner for the said work. The certificate shall be valid and produced during currency of contract in force.

31. Quotationers shall submit an undertaking for **Best price on stamp paper of Rs. 200/-** duly notarized by notary and registration number.

32. The **quotationer** shall submit an **'undertaking cum indemnity bond' on stamp paper of Rs.500/-**

33. If the quotationer's firm/ establishment have less than 20 employees, registration certificate as per EPF & MP Act 1952 is not required but declaration to that effect is required to be submitted on Rs.200/- stamp paper.

34. The quotationer shall submit the registration certificate as per ESIC 1948 Act for the firms having the followings:

(i) The firms having production with the help of energy & having the employees more than 10.

(ii) The firms having production without energy & having the employees more than 20.

If the quotationer is not fulfilling i) or ii) above, then the declaration to that effect is required to be submitted on Rs. 200/- stamp paper.

35. The **Lowest successful quotationer** shall submit an **'Irrevocable Undertaking' on Rs.500/-** stamp paper, duly notarized as per Annexure A1 in prescribed format after intimation of Letter of acceptance.

36. The successful quotationer shall pay the applicable legal & stationery charges within 15 days from the date of receipt of Letter of Acceptance. The Legal & Stationery Charges are as under:

Sr. No.	Contract Value	Legal & Stationery Charges in Rs.
i)	Up to Rs.50,000/-	Nil
ii)	Rs.50,001/- to Rs.1,00,00,000/-	0.10% of contract value (Rounded in multiples of Rs.100/-) + 18% GST (Minimum Rs.1,000/- + GST & Maximum Rs.10,000/- + GST)

37. Contract execution applicable for contracts more than Rs.50,000/-. The stamp duty of Rs.500 will be applicable to contract agreement document. Successful quotationer shall have to submit all relevant documents for contract execution process within 15 days from the date of receipt of letter of acceptance. Failing which the penalty of Rs.100/- per day will be imposed.
38. The successful quotationer, here after referred to as the contractor shall pay an amount equal to Two (2) percent of the contract sum in form of Demand Draft shall be paid within fifteen days from the date of issue of letter of acceptance.
39. Contract Deposit will be refunded after completion of Maintenance Guarantee period.
40. ~~Additional Security Deposit shall be applicable for percentage base quotation as under:~~

Rebate quoted by contractor	ASD Applicable
Up to 12% Rebate	No ASD
Rebate above 12% on estimated cost	At 2.00% of Estimated cost for each % rebate & part thereof, in D.D. only

~~The quotationer shall submit the ASD as applicable in the form of Demand Draft, which is to be submitted during office hours minimum one day before opening of packet 'B' (Price packet) to respective Head clerk (Account) of the Engineer in charge of the AE Division in sealed envelope. If ASD, is not applicable then the quotationer shall submit sealed envelope mentioning on their letter head 'ASD is not applicable'.~~

~~If the quotationers fails to submit the sealed envelope as mentioned above at least one day before opening of packet 'B' (Price packet) within office hours then the EMD of the respective quotationers will be forfeited. (NOT APPLICABLE)~~

sd/-
Executive Engineer (M&E)
M-3 A, Pise Panjrapur

BRIHANMUMBAI MUNICIPAL CORPORATION

(Hydraulic Engineer's Department)

Sub: "Removal & Re-installation of Split type ACs at Information Center, Panjrapur".

- **Preamble:**

Brihanmumbai Municipal Corporation has implemented and commissioned Mumbai-III A Water Supply Project for augmentation of water supply to Mumbai City. The Mumbai-III A Pumping Station at Panjrapur having installed capacity of 800 MLD has been commissioned by WSP department with effect from 05.03.2007 & handed over to H.E. department on 31.05.2008. Architectural and landscaping works for improving the interiors and exteriors in the premises of M-III A Pumping Station at Panjrapur is carried out by WSP department in the year 2011 and handed over to H.E. department. Construction of Information Centre Building and landscaping of garden is carried out under said project. After the construction, maintenance period of Information Centre building & surrounding garden is over on 13.06.2012. Now, maintenance of said project is being carried out by H.E. department.

There is a main common hall, an Audio Visual (AV) room, an operator room and a panel room inside the Information Centre. Main common hall comprises 12 nos. ACs, an AV room comprises 6 nos. ACs, an operator room & panel room comprises 1 no. AC each. Thus there are total 20 Nos. Split Air Conditioning units installed in the Information Centre to ensure a comfortable environment for occupants. This helps maintain an optimal temperature and humidity level, promoting focus and productivity during meetings. Additionally, AC units can enhance overall air quality, creating a more pleasant and conducive atmosphere for discussions. Recently, renovation of Information Centre is completed by A.E.(Civil Maintenance) section. During their renovation work, all AC units are recovered to be removed. Now the work of renovation is completed & it is necessary to reinstall all the AC units at their places & restore the air conditioning system.

- **Technical Specifications & Scope Of Work:**

The work of Air Conditioning comprises of removal and reinstallation of 20 Nos 2.0 TR split A.C. Units with allied associated works like unit to unit wiring, plumbing, masonry & carpentry, boxing to cover refrigerant piping, etc. & optional accessories.

The specifications comprises following works respectively:-

1. **REMOVAL OF SPLIT A.C. UNITS OF 2.0 TR CAPACITY** :- The split air conditioning units of 2 TR capacity shall be removed with indoor unit & outdoor unit interconnected with refrigerant piping and power & control wiring. And again reinstalling the same Capacity 2.0 TR split air conditioning unit with their associated work such as Refrigerant Piping / Cabling & Earth continuity conductor & Drain Piping to be Supplied with the each unit. (i.e. 3 Meter insulated refrigerant piping, 6 Meter Cabling, 6 Meter Earth continuity conductor & 3 Meter insulated drain pipe)
 - a) **REMOVAL AND REINSTALLATION OF OUTDOOR UNIT FOR 2.0 TR SPLIT AIR CONDITIONING UNIT 20 NOS.**:- The outdoor unit comprising of hermetically sealed type compressors, Operation on refrigerant R-22, R-407c/ R-410A or environmental friendly latest refrigerant with suitable rated electric motor operating on 230 V $\pm 10\%$, 50 hertz, single phase, A.C. supply and shall be equipped with over load protection.
 - b) **INDOOR UNIT FOR 2.0 TR SPLIT AIR- CONDITIONING UNIT** :- Existing 2.0 TR capacity indoor units shall be removed and reinstalled on wall and have motorized oscillating supply air louvers. The units have sensors and timers, equipped with full function remote control. The fan / blower of 2.0 TR capacity indoor units comprising of centrifugal type, driven by High Efficiency EFF-1, TEFC squirrel cage induction motor shall be cleaned to give smooth and undistributed flow of air, low noise level and high air movement. Maintenance of all fans shall be carried out, making it operatable on multi speed setting and auto-mode for cooling and better temperature control. The filter pad provided shall be replaced with new one.
 - c) **INSTALLATION OF INDOOR AND OUTDOOR UNITS** :- Following works falls within the scope of installation: Mounting / fitting Indoor & outdoor units at their respective locations.
 - i. The outdoor unit shall be installed on M. S. Angle Iron stand and M.S. bracket as specified in TS.
 - ii. Laying refrigeration piping of 3 meter and cabling, earth continuity conductor of 6 meter length & connecting both the units after drilling holes /hole in the wall.
 - iii. Insulating the suction pipe with expanded polyethylene foam Class "O" closed cell nitrile rubber tubing.
 - iv. Laying insulated drain pipe to terminate the condensate water from indoor unit to the drain point as shown on site by the site engineer.
 - v. Nitrogen Flushing and vacuum testing the system.

- vi. Pressurization and Leak testing entire system.
- vii. Charging refrigerant Gas in the unit.

d) **CABLING AND EARTHING** :-

- i. The existing PVC insulated copper cable shall be removed and reinstalled for indoor and outdoor unit and up to main switch shall be done in approved manner.
- ii. Cable shall be fitted on wall / ceiling by means of G.I. spacers & G.I. saddle or G.I. clamps of suitable size.
- iii. The cable shall be laid in one-piece length without joints.
- iv. A.C. units shall be earthed by a copper earth continuity conductor of adequate size. The earth continuity conductor shall be run along the route of cable as far as possible.
- v. All metal parts of equipment and framed structure shall be duly earthed by means of earthing terminations & connections in approved manner.

2. **REFRIGERANT PIPING** :-

- i. The supply and return refrigerant copper pipes and fittings shall be of appropriate size and gauge.
- ii. The refrigerant piping shall be laid from outdoor to indoor units. The thickness of copper tubing shall not be less than 0.80 mm.
- iii. The copper tubing shall be in one complete piece.
- iv. The interior of the piping shall be thoroughly scrubbed and cleaned to remove every trace of dirt, deposits and scale joints in pipes should be sweated or brazed and perfectly leak proof. The piping shall be provided with perfect bends.
- v. The bends so provided shall be aesthetic in look.
- vi. The pipe work shall be well supported and secured at interval of not more than 4 (four) feet and clamped in position to obviate any strain on joints.
- vii. The suction refrigerant tubing shall be insulated by Class "O" closed cell nitrile rubber tubing.
- viii. Wherever refrigerant pipes cross the wall / ceiling, a PVC pipe sleeve of adequate size shall be provided. The gap between PVC sleeve &

refrigerant piping shall be filled up with fire rated insulating material & then make the surface to original level of wall.

3. **DRAIN PIPING** :- The drain point outlet of each of the indoor units shall be connected with 1" diameter P.V.C rigid pipe with fittings and the pipe shall be laid along the wall / panel to the drain point as shown on site by MCGM Engineer. P.V.C. drain piping shall be supported on wall / panels by means of G.I. Saddle. The inter connection between drain point of indoor unit and P.V.C. drain pipe shall be made using siphon connection. The drain piping shall be insulated by expanded polythene foam Class "O" closed cell nitrile rubber tubing.
4. **PROVIDING & FIXING OF BOXING FOR COVERING REFRIGERANT PIPING, CABLING** :- The refrigerant piping and the electrical wiring from indoor to outdoor shall be suitably (to ensure against physical damage) covered with PVC / aluminium powder coated boxing / cover.
5. **SUPPLY & LAYING "COPPER ARMoured / XLPE CABELS"** :- The 4 C X 16 Sq.mm & 4 C X 2.5 Sq.mm copper armoured cables shall be fixed on wall & ceiling by means of G.I. Saddles / clamps with G.I. strips. Any single cable to be run on walls & ceiling shall be provided with G.I. spacers. The cable shall be terminated through Lugs and Cable gland only. The cable shall be covered up to 2 mtrs. by using G.I. pipes covering for vertical runs at all junctions above ground level.
6. **20 A SP MCB** :- The existing 20 A / 32 A SP MCB with 20 A ray roll type, 3 pin plug & socket with cap & chain etc. in sheet metal work shall be removed and reinstalled back.

• **General Terms & Conditions:**

1. Specifications of all the material, except Air Conditioning Unit, used for this work shall be as per FME 2023. The material required for successful commissioning of work shall be approved from BMC Engineers before installation at site.
2. The work shall be carried out strictly as per the specification and as directed by the engineering staff at site.
3. The contract shall have to carry out the work at site at his risk and cost with safety precautionary measures and there shall be no liabilities on the BMC on what so ever account.
4. The Contractor shall visit the site before submitting the offer to get acquainted with the scope of work and no claim will be entertained later on due to ignorance of site conditions.
5. The scaffolding required to execute the work wherever necessary shall be arranged by the Contractors at his own cost.

6. The contractor shall fill up the schedule of quantity on item rate basis and the payment will be made on actual measurement after completion of work.
7. All the duties, taxes etc. applicable shall be included in the total cost.
8. The electric power & water supply required for carrying out works shall be made available by BMC. However, the contractor shall arrange to tap the supply from the point available at site pointed out by the Site Engineer.

• **PART C- Special instructions :-**

1. The technical specifications for the work included in this tender are prepared with care with a view not to create any additional work. However, all the items and works which are required for satisfactory completion and guaranteed performance of the system / projects are deemed to be included in the offer and no extra cost will be paid by BMC for the same.
2. The contractor shall visit the site, prior to submitting their offer to get acquainted themselves with the site condition, nature of the work involved & the actual spares required.
3. The contractor shall extend full cooperation and interaction with other agencies at site, if involved.
4. The contractor must have facilities to undertake this job including adequate plant and machinery.
5. The work shall be carried out with good workmanship following standard Engineering practice.
6. The successful contractors shall take utmost care not to cause any nuisance due to noise, welding, operations etc. All the proper precautions shall be taken in this respect.
7. The contractor shall provide "Identity Cards" to all the work force at site.
8. The contractor shall carryout the work as per the best Engineering practice.
9. The contractor shall depute the workmen of best knowledge for carrying out the work.
10. The contractor shall cooperate to the Municipal staff and other agencies working at installation.
11. All legal proceedings in respect of any claim, dispute of difference shall be borne by successful contractor.
12. In case of any damage to Municipal properties while carrying out the work, the responsibility of making good the same is solely rests with the successful contractor.

13. Electricity, E.O.T. Crane facility & water required for carrying out the minor work at site will be provided by BMC.
14. The tenderer shall take photographs of the stage wise work and keep the record of the same.
15. The successful tenderer shall obtain entry permit to their vehicles and staff well in advance from the office of Dy.H.E.(M&E) M-III A, P.P. by following due procedure.

BRIHANMUMBAI MUNICIPAL CORPORATION

Hydraulic Engineer's Department (O.C.Division)

M-III A Pumping Station, Panjrapur

BILL OF QUANTITIES

Subject :- Removal & Re-installation of Split type ACs at Information Center,
Panjrapur

Sr. No.	SOR-2023	Description	Qty	Rates in Rs.	Amount in Rs.
1	R3-ME-9-2-j	Providing & fixing of Refrigerant piping including electrical cabling & earthing as per specification.	52 Mtr.		
2	R3-ME-9-2-k	Providing & fixing of Drain piping as per specification	40 Mtr.		
3	R3-ME-9-2-f	Providing & fixing of Boxing to cover refrigeration piping, cabling etc.	60 Mtr.		
4	R3-ME-9-102	Installation, testing and commissioning of Split AC unit	20 Nos.		
5	R3-ME-8-1-y	Removing / Dismantling of old 1.0 / 1.5 TR / 2.0 window / split AC / FCU / Cassette unit.	20 Nos.		
6	R3-ME-8-2-h	Re-fixing of 2 core/ 3 core/ 3-1/2 core / 4 core/ 6 core copper / aluminium conductor armoured / un-armoured cable 1.5 sq.mm. To 16 sq.mm. size on wall / ceiling etc.	40 Mtr.		

Total in Rs.
CGST _____ % Amount in Rs.
SGST _____ % Amount in Rs.
Grand Total in Rs.

HSN / SAC :- _____

Grand Total In Words:- Rs. _____

Trading under the Name & style of

Sealed and Signature with Date

Undertaking - II

Information to be filled in by the quotationer

- 1 **Quotation No** :
- 2 **EMD amount & receipt no with date** : Rs. _____ & _____
dtd _____
- 3 **Quotationer's Name** : M/s.
- 4 **Quotationer's address & contact numbers** :
- 5 **If it is proprietary concern ?** : Yes / No
if so, name of the owner :
- 6 **If it is partnership concern ?** : Yes / No
If so, name of each partner :
- Partnership deed and copy of registration certificate enclosed?** : Yes / No
- 7 **If it is a Company?** : Yes / No
- 8 **If so, documentary proof to show that the company is registered is enclosed ?** : Yes / No
- 9 **E-mail id** :
- 10 **Vendor Code No** :
- 11 **Whether registered under G.S.T. Act, 2017** : Yes / No.
- 12 **Registration must be Effective on date of** : Registration No :
- 13 **Certificate in support of above if registered is enclosed?** : Yes / No
- 14 **The certification of PAN document and Photographs** : Can be done by any of the following authorities:
1. Practicing Notary appointed by Govt. of Maharashtra / Govt. of India with his stamp but without red seal)
2. Gazetteer Officer

3. Any officer of the rank Asstt. Engineer / Administrative Officer and above of BMC

15 **Certificates / documents in support : Yes / No**
of above enclosed?

If above information is already on enclosed letter head, no necessity to furnish the same here (Please do not fill above information, if furnished on letter head.)

If the vendor changes the Bank or the Branch he should immediately inform office of AO (FAR), in writing

Signature of authorized person
of concern Company / Quotationer

AGREEMENT FORM

Tender / Quotation dated 20...
DMC (SE)/ AMC (P) / MC's sanction / Standing Committee Resolution No.
.....

CONTRACT FOR THE WORKS
.....
.....

..... This agreement
made this day of Two thou-
sand Between.....
..... Inhab-
itants of Mumbai, carrying on business at.....
.....

in Bombay under the style and name of Messrs

..... (Hereinafter called "the contractor) of the one part
and Shri

the Dy. Municipal Commissioner (hereinafter called "the commissioner" in which expres-
sion are included unless the inclusion is inconsistent with the context, or meaning
thereof, his successor or successors for the time being holding the office of Dy. Municipal
Commissioner of the second part and the Municipal Corporation of Greater Mumbai
(hereinafter called "the Corporation") of the third part, WHEREAS the contractor has ten-
dered for the construction, completion and maintenance of the works described above
and his tender has been accepted by the Commissioner (with the approval of the Stand-
ing Committee of the Corporation) NOW THIS THIS AGREEMENT WITNESSETH as fol-
lows:-

- 1) In this agreement words and expressions shall have the same meanings as are
respectively assigned to them in the General Conditions of Contract for works
hereinafter referred to:-
- 2) The following documents shall be deemed to form and be read and constructed
as a part of this agreement viz.
 - a) The letter of Acceptance
 - b) The Bid:
 - c) Addendum to Bid; if any
 - d) Tender Document
 - e) The Bill of Quantities:

- f) The Specification:
 - g) Detailed Engineering Drawings
 - h) Standard General Conditions of Contracts (GCC)
 - i) All correspondence documents between bidder and MCGM
- 3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the work in conformity in all respects with the provision of the contract.
- 4) The Commissioner hereby convenient to pay to the Contractor in consideration of construction , completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

Signed, Sealed and delivered by the contractors

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-----	-----
-----	-----

In the presence of

Trading under the name and style of

-----	-----
-----	-----

	Full Name	
Address		Contractors

Signed by the Dy. Municipal Commissioner

in the presence of

Dy. Municipal Commissioner

The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the 20 in the presence of two members of the Standing Committee.

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

Note:-The successful bidder will have to pay stamp duty, legal & stationary charges as mentioned above

Undertaking for Best Price

(As per circular u/no. DMC / CPD / OD / 15 dated. 06/05/2013, to be submitted with)
(On stamp paper of Rs. 200/- duly notarized by notary with red seal and registration number)

Sub: _____

To,

The Municipal Commissioner

For the Brihanmumbai Municipal Corporation

Sir ,

“I / We(Full Name in capital letters starting with surname), the Proprietor / Managing Partner / Managing Director / Holder of the Business / Manufacturer / Authorized Dealer, for the establishment / firm / registered company , named herein below , do hereby , state and declare that I/We ----- whose names are given herein below in details with the addresses have not filled in this quotation under any other name or under the name of any other establishment / firm or otherwise , nor are We in any way related or concerned with any establishment / firm or any other person , who have filled in the quotation for the aforesaid work.”

“ I / We do hereby further undertake that, we have offered the best prices for the subject supply / work as per the present market rates. **Further , we do here by undertake and commit that we have not offered / supplied the subject product / similar product / system or sub system in the past one year in the Maharashtra State for quantity variation upto - 50% or + 10 % at a price lower than that offered in the present bid to any other outside agencies including Govt. / Semi Govt. agencies and within the BMC also.** Further, we have filled in the accompanying quotation with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting , for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this quotation.

I / We further agree and undertake that in the event it is revealed subsequently after the allotment of work / contract to me / us , that any information given by me / us in this quotation is false or incorrect , I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever , I / We agree and undertake that I / We shall not claim in such case any amount , by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.”

However , in case of price difference, if it is a result of differential tax structures, different dollar value of Rupee, differential logistic of transport etc. Considering this aspect, before invoking the penalty, black-listing, I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation / differential has been arisen.

In case if the explanation submitted by me / us is unsatisfactory then action including forfeiture of despoite and black-listing may be taken against me/us.

Quotationer's full Signature with full name & address with rubber stamp

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge.

Signature of Tenderer/Bidder

Annexure – A1

Irrevocable Undertaking

(On RS. 500/- stamp paper duly notarized by notary with red seal and registration number)

I Shri./Smt. aged..... years Indian Inhabitant. Proprietor/Partner/Director of M/s. resident at do hereby give Irrevocable undertaking as under :

- 1) I Say & undertake that as specified in section 171 of CGST Act 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/Company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, Administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by Me.

UNDERTAKING - I

To,

The Municipal Commissioner,
Brihanmumbai Municipal Corporation,
Mumbai – 400 001.

Sir,

I / we have read the terms and conditions as stipulated in the enclosed herewith and accepts the same.

Yours faithfully,
Quotationer's Signature
& Office Stamp

Quotationer's full address& Tel. No.